

REMARKS

Status of the Claims

Applicants propose to cancel claims 3, 12, 22, 29, and 36, without prejudice or disclaimer, and amend claims 1, 10, 19, 24, 26, and 33. Applicants propose to amend independent claims 1, 10, 19, 26, and 33 to incorporate the subject matter recited in claims 3, 12, 22, 29, and 36, respectively. No new matter will be introduced by this amendment. Claims 1, 4-10, 13-21, 23-28, 30-35, and 37-39 are currently under consideration.

Claim Rejections Under 35 USC § 103

Claims 1, 3-10, and 12-39 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Bloom (U.S. Patent Pub. No. 2006/0020366) in view of Harvey et al. (USPN 6,519,568; hereinafter, "Harvey").

For a proper rejection under section 103(a), the Examiner must clearly articulate the reasons why the claimed invention would have been obvious. *KSR International Co. v. Teleflex Inc.*, 127 S.Ct. 1727, 1741, 82 USPQ2d 1385, 1396 (2007). Where the prior art fails to disclose each and every element of a claim, the Examiner must explain why the differences between the prior art and the claimed invention would have been obvious to one of ordinary skill in the art. M.P.E.P. § 2141(III), p. 2100-118 (Rev. 6, Sept. 2007). This explanation must include a clear basis for concluding that it would have been obvious to one of ordinary skill in the art to bridge the gap between the prior art and claimed invention. *Id.* The rejection cannot be based merely on conclusory statements. *KSR*, 127 S.Ct. at 1741, 82 USPQ2d at 1396.

In this case, Bloom in view of Harvey fails to teach or suggest each and every element of the claims. Moreover, the Examiner has failed to provide a clear basis as to why it would have been obvious to bridge the gap between the claims and the cited references. Furthermore, the differences between the claims and the cited references are such that the claims are non-obvious in view of the cited references.

Claim 1 recites a system for providing online service reports to user subscribers at the direction of a service administrator that includes, *inter alia*, a service hub coupled between the service administrator and one or more service providers, the service hub including a decoder that decodes service information from one or more operational messages comprising macro messages to convey the service information exchanged between the service administrator and the one or

more service providers, wherein the decoder decodes the macro messages, which are defined according to the one or more service providers, to determine the service information, and the same macro message is capable of a different meaning among the one or more service providers.

Claim 10 recites a service hub that is operable to provide online service reports to user subscribers at the direction of a service administrator that includes, *inter alia*, a processor that includes logic to exchange operational messages between a service provider and the service administrator, the operational messages comprising macro messages to convey the service information; and a decoder coupled to the processor and operable to decode the operational messages and the macro messages to extract the service information, wherein the macro messages are defined according to one or more service providers, and each macro message is capable of different meanings among the one or more service providers.

Claim 19 recites a method for providing online service reports to user subscribers by a service administrator, and claim 33 recites an article comprising a memory comprising software stored thereon that, if executed by a CPU, causes the CPU to perform a method for providing online service reports, the method including, *inter alia*, exchanging at least one operational message between a service provider and the service administrator, the at least one operational message comprising a macro message that represents the service information; and decoding the operational message and the macro message to extract the service information, wherein the macro messages are defined according to the one or more service providers, and each macro message is capable of different meanings among the one or more service providers.

Claim 26 recites an apparatus for providing online service reports to user subscribers by a service administrator that includes, *inter alia*, means for exchanging at least one operational message between a service provider and the service administrator, the at least one operational message comprising a macro message that represents the service information; and means for decoding the operational message and the macro message to extract the service information, wherein the macro messages are defined according to the one or more service providers, and each macro message is capable of different meanings among the one or more service providers.

In contrast, Bloom discloses a method and system for efficient package delivery (ePD), which include a processing flow that involves retailers, origination and destination regional distributions centers (RDC), and other distribution centers (Bloom, Abstract; FIGS. 1, 2, and 13). Bloom discloses that a retailer can initiate shipment of one or more items via the ePD system by

executing the retailer's instance of ePD shipping application to record information associated with an order in Order Header and Order Detail database tables 1200 and 1202 (§§ [073]-[074]; FIG. 9A). Order Detail table 1202 includes a stock keeping unit (SKU) of the items being shipped, and SKU-related fields (e.g., an SKU size and a Temperature Code) of Order Detail table 1202 are populated with values stored in an SKU table 1250 (§ [074]). As the Examiner noted, Bloom teaches that each retailer can have its own instance of SKU table 1250 in its database, which contains SKU-related values specific to that retailer (Office Action, p. 3, ll. 11-14; p. 10, ll. 15-22).

Bloom further discloses that when an origination RDC receives the shipment from the retailer, the RDC's instance of the ePD shipping application copies various tables, including Order Detail table 1202, from the database of the retailer's instance of the ePD shipping application (Bloom, §§ [103] and [105]). When the shipment is shipped from the origination RDC to a destination RDC, the destination RDC's instance of the ePD shipping application copies various tables, again including Order Detail table 1202, from the database of the origination RDC's instance of the ePD shipping application (§ [121]). In other words, Bloom teaches that the RDCs simply copy the SKU and SKU-related values from Order Detail table 1202 in databases of other instances of the ePD shipping application. Bloom, however, does not decode the SKU-related values based on the SKU, which is contrary to the Examiner's assertion that Bloom discloses a service hub having a decoder that comprises logic to decode the macro messages to determine the service information, wherein the macro messages being defined according to the one or more service providers, the same macro message being capable of a different meaning among the one or more service providers (Office Action, p. 3, ll. 5-14; p. 4, ll. 14-16; p. 8, ll. 1-4; p. 10, ll. 15-22).

Accordingly, Bloom fails to teach or suggest at least a service hub coupled between [a] service administrator and one or more service providers, the service hub including a decoder that decodes service information from one or more operational messages comprising macro messages to convey the service information exchanged between the service administrator and the one or more service providers, wherein the decoder decodes the macro messages, which are defined according to the one or more service providers, to determine the service information, and the same macro message is capable of a different meaning among the one or more service providers, as recited in claim 1 and similarly recited in claim 10. Similarly, Bloom fails to teach or suggest

at least exchanging at least one operational message between a service provider and [a] service administrator, the at least one operational message comprising a macro message that represents service information; and decoding the operational message and the macro message to extract the service information, wherein the macro messages are defined according to the one or more service providers, and each macro message is capable of different meanings among the one or more service providers, as recited in claim 19 and similarly recited in claims 26 and 33.

Instead, the Examiner alleged that Harvey cures the deficiencies of Bloom with respect to the claims and that it would have been obvious to one of ordinary skill in the art, at the time the invention was made, to modify Bloom based on the teachings of Harvey (Office Action, p. 4, ll. 5-13). Applicants respectfully disagree.

Specifically, Harvey discloses a data delivery system that manages the flow of oilfield data from an acquisition site to a remote delivery site using a central data hub (Harvey, Abstract; FIG. 1; col. 1, ll. 6-16). Harvey teaches that the central data hub enables point to multi-point data delivery in near real-time via an electronic hub (eHub) web server (FIG. 4; col. 14, ll. 62-67). Harvey further teaches that the eHub provides administrators with an interface to select any eHub resource and to set access control on the selected eHub resource (col. 26, ll. 27-63). Harvey, however, fails to teach or suggest at least at least a service hub coupled between [a] service administrator and one or more service providers, the service hub including a decoder that decodes service information from one or more operational messages comprising macro messages to convey the service information exchanged between the service administrator and the one or more service providers, as recited in claim 1 and similarly recited in claim 10. Similarly, Harvey fails to teach or suggest at least exchanging at least one operational message between a service provider and [a] service administrator, the at least one operational message comprising a macro message that represents service information; and decoding the operational message and the macro message to extract the service information, as recited in claim 19 and similarly recited in claims 26 and 33.

Therefore, Bloom and Harvey, taken alone or in combination, fail to disclose, teach, or suggest each and every element recited in claims 1, 10, 19, 26, and 33. Furthermore, the Examiner has failed to provide a clear basis as to why the differences between the cited references and claims 1, 10, 19, 26, and 33 would have been obvious. The Examiner merely alleged that that one of ordinary skill in the art “would have found it obvious to implement or

incorporate Harvey's [disclosure of] receiving access messages that define access rights of user subscribers and providing a portion of the service information based on the access rights in Bloom's system in order to determine who has access to resources and the type of access [they] have." (Office Action, p. 4, ll. 9-13).

However, the Examiner's reasoning provides no basis why it would have been obvious to modify the system disclosed in Bloom based on the teachings of Harvey to comprise at least a service hub that includes a decoder that decodes service information from one or more operational messages comprising macro messages to convey the service information exchanged between the service administrator and the one or more service providers, wherein the decoder decodes the macro messages, which are defined according to the one or more service providers, to determine the service information, and the same macro message is capable of a different meaning among the one or more service providers, as recited in claim 1 and similarly recited in claim 10. Similarly, the Examiner's reasoning provides no basis why it would have been obvious to modify the system disclosed in Bloom based on the teachings of Harvey to include at least exchanging at least one operational message between a service provider and [a] service administrator, the at least one operational message comprising a macro message that represents service information; and decoding the operational message and the macro message to extract the service information, wherein the macro messages are defined according to the one or more service providers, and each macro message is capable of different meanings among the one or more service providers, as recited in claim 19 and similarly recited in claims 26 and 33. Furthermore, the differences between Bloom and Harvey, even if properly combinable, and the claims are so great that the elements of claims 1, 10, 19, 26, and 33 are non-obvious in view of Bloom and Harvey.

For at least the foregoing reasons, Applicants submit that Bloom and Harvey, taken alone or in combination, fail to teach or suggest the subject matter recited in claims 1, 10, 19, 26, and 33. Accordingly, Applicants submit that claims 1, 10, 19, 26, and 33 are in condition for allowance, as are claims 4-9, claims 13-18, claims 20, 21, and 23-25, claims 27, 28, and 30-32, and claims 34, 35, and 37-39 at least by virtue of their respective dependencies from allowable claims 1, 10, 19, 26, and 33. Therefore, Applicants respectfully request that the Examiner reconsider and withdraw the § 103(a) rejection of claims 1, 4-10, 13-21, 23-28, 30-35, and 37-39.

CONCLUSION

Applicants respectfully request that this Amendment under 37 C.F.R. § 1.116 be entered by the Examiner, placing claims 1, 4-10, 13-21, 23-28, 30-35, and 37-39 in condition for allowance. Applicants submit that the proposed cancellation of claims 3, 12, 22, 29, and 36, and the proposed amendment of claims 1, 10, 19, 24, 26, and 33 do not raise new issues or necessitate the undertaking of any additional search of the art by the Examiner, because all of the elements and their relationships claimed were either earlier claimed or inherent in the claims as examined. Therefore, this Amendment should allow for immediate action by the Examiner.

Furthermore, Applicants respectfully point out that the final action by the Examiner presented some new arguments as to the application of the art against Applicants' invention. It is respectfully submitted that the entering of the Amendment would allow the Applicants to reply to the final rejections and place the application in condition for allowance.

Applicants further submit that the entry of the amendment would place the application in better form for appeal, should the Examiner dispute the patentability of the pending claims.

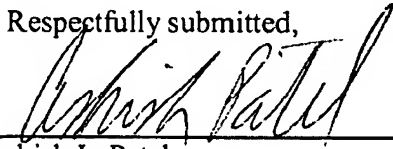
In light of the amendments contained herein, Applicants submit that the application is in condition for allowance, for which early action is requested.

Please charge any fees or overpayments that may be due with this response to Deposit Account No. 17-0026.

Respectfully submitted,

Dated: February 24, 2009

By: _____


Ashish L. Patel
Reg. No. 53,440
(858) 658-2585

QUALCOMM Incorporated
Attn: Patent Department
5775 Morehouse Drive
San Diego, California 92121
Telephone: (858) 658-2426
Facsimile: (858) 658-2502